



## **FACTUAL BACKGROUND**

### **A. Edington and West Bend Enter into a Contract for Insurance.**

4. Edington owns the property at 1572-1588 W. First Ave, Grandview Heights, Ohio 43212 (the “Property”).

5. As of the date of the filing of this Complaint, Edington is in the process of developing high-end condominium units at the Property for sale.

6. On or about May 31, 2022, West Bend issued Edington a commercial lines insurance policy (the “Policy”), policy number B080695 00. Pursuant to Civ.R. 10(D)(1), a copy of the Policy is not attached to this Complaint due to the length of the document, but West Bend is in possession of the Policy, and a copy is available upon request.

7. The Policy was effective for the period of June 1, 2022 to June 1, 2023.

8. Edington is the named insured under the Policy.

9. The Property is identified on the Policy’s “Location Schedule.”

10. In exchange for Edington’s premium payment of \$21,207, West Bend agreed to provide certain “Businessowners Coverage” and “Commercial Liability Umbrella Coverage” to Edington.

### **B. A Fire Causes Significant Damage to the Property and Delays Construction at the Property.**

11. On July 29, 2022, a fire at the Property caused significant damage to the Property. The cause of the fire remains unknown.

12. In addition to the physical damage to the Property, the fire caused significant delays to the construction process and caused Edington to incur additional expenses that it would not have incurred but for the fire.

13. For a period of two months after the fire, Edington and its contractors were not permitted to access the Property, causing all construction at the Property to be completely halted.

14. A restoration subcontractor performed extensive remedial work at the Property, which was not completed until March 2023.

15. At the time of the fire, Edington was only weeks away from closing the sale of several condominium units. Now, over a year later, Edington still has not closed a sale because of the substantial and ongoing work that was required at the Property as a result of the fire.

**C. West Bend Denies Edington’s Claim for Expenses Incurred as a Result of the Fire.**

16. Edington submitted a claim under the Policy to West Bend for certain construction costs.

17. To date, and despite providing all requisite backup for the construction costs, West Bend has failed to adequately compensate Edington for the costs incurred as a direct result of the fire and as covered under the Policy.

18. In addition to construction costs, the claim also included certain extra expenses and loss of business income that Edington incurred as a result of the fire, including amounts for interest on a mortgage loan that would have otherwise been reduced by the sale of the units, uncollected condominium fees, real estate taxes, utility payments, insurance premiums, and additional amounts for labor and supervision that Edington paid to its general contractor (the “Extra Expense and Business Income Claim”).

19. The Policy provides coverage for lost “Business Income” resulting from “the necessary suspension of [Edington’s] ‘operations’ during the ‘period of restoration,’ if the suspension of operations is “caused by direct physical loss or damage to property at the described premises.”





1. Judgment in Edington's favor and against West Bend on all claims;
2. Judgment in Edington's favor and against West Bend on Count I in an amount, in excess of \$25,000, to proven at trial, plus pre- and post-judgment interest, attorneys' fees, and costs;
3. Judgment in Edington's favor and against West Bend on Count II, declaring that (a) the fire was a "covered cause of loss" under the Policy; the fire caused a "necessary suspension" of Edington's "operations" under the Policy; (c) Edington's Extra Expense and Business Income Claim is covered under the Policy; and (d) West Bend must compensate Edington for all costs incurred as a direct result of the fire and covered under the Policy; and
4. All other relief in law and equity to which Edington may be entitled.

Respectfully submitted,

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